

MONTANA ASSOCIATION OF REALTORS®
PROPERTY DISCLOSURE STATEMENT



1 Date: 10/08/2021
2
3 Property: 2058 Petty Creek Road Alberton MT 59820
4 Seller(s): The Harris Family Trust
5 Seller Agent: Theresa Lunn
6

7 Concerning adverse material facts, Montana law provides that a seller agent is obligated to:

- 8
- 9 • disclose to a buyer or the buyer agent any adverse material facts that concern the property and that are
- 10 known to the seller agent, except that the seller agent is not required to inspect the property or verify any
- 11 statements made by the seller; and
- 12 • disclose to a buyer or the buyer agent when the seller agent has no personal knowledge of the veracity of
- 13 information regarding adverse material facts that concern the property.
- 14

15 The Seller Agent identified above is providing the attached Owner's Property Disclosure Statement that has been
16 completed and signed by the Seller(s), if one has been made available to the Seller Agent by the Seller(s).
17 Regardless of whether Seller(s) has/have provided Seller Agent with an Owner's Property Disclosure Statement,
18 **except as set forth below**, the Seller Agent has no personal knowledge:

- 19 (i) about adverse material facts that concern the Property or
- 20 (ii) regarding the veracity (accuracy) of any information regarding adverse material facts that concern
- 21 the Property
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29 Information regarding adverse material facts that concern the Property and that are known to the Seller Agent, if any,
30 is set forth above. However, the Seller Agent is not required to inspect the Property or verify any statements made by
31 the Seller(s). Buyer(s) is/are therefore encouraged to obtain professional advice, inspections or both of the Property
32 and to provide for appropriate provisions in a Buy-Sell Agreement between the Buyer(s) and Seller(s) with respect to
33 any advice, inspections or defects.

34
35 Seller Agent Signature: 
36 Theresa Lunn

37 Dated: 10/9/21

38
39 Buyer and Buyer Agent acknowledge receipt of this Property Disclosure Statement.

40
41 Buyer Agent: _____

42
43 Buyer Agent Signature: _____

44
45 Dated: _____

46
47 Buyer Signature: _____

48
49 Dated: _____

OWNER'S PROPERTY DISCLOSURE STATEMENT
MONTANA ASSOCIATION OF REALTORS® STANDARD FORM



The use of this form is for REALTOR® members only (members of the Montana Association of REALTORS®) and cannot be used by any other party for any purpose. Use of these forms by other parties may result in legal action by the Montana Association of REALTORS®.

1 Date: 10/08/2021

2
3 The undersigned Owner is the owner of certain real property located at 2058 Petty Creek Road
4 Alberton MT 59820, in the City of Alberton,
5 County of Missoula, Montana, which real property is legally described as:
6 S19, T14 N, R22 W, C.O.S. 5664, TRACT 1A

7
8
9
10 (hereafter the "Property"). Owner executes this Disclosure Statement to disclose to prospective buyers all adverse
11 material facts which concern the Property. Montana law defines an adverse material fact as a fact that should be
12 recognized as being of enough significance as to affect a person's decision to enter into a contract to buy or sell real
13 property and may be a fact that materially affects the value of the Property, that affects the structural integrity of the
14 Property, or that presents a documented health risk to occupants of the Property.

15
16 **OWNER'S DISCLOSURE**

- 17
18 Owner has never occupied the Property.
19 Owner has not occupied the Property since _____ (date).

20
21 The Owner declares that the Owner has prepared this Disclosure Statement and any attachments thereto based on
22 any adverse material facts known to the Owner. Owner hereby authorizes providing a copy of this Statement to any
23 person or entity in connection with any actual or anticipated sale of the Property. Owner further agrees to indemnify
24 and hold any and all real estate agents involved, directly or indirectly, in the purchase and sale of the Property,
25 harmless from all claims for damages based upon the disclosures made in this Disclosure Statement along with the
26 failure of the Owner to disclose any adverse material facts known to the Owner.

27
28 This information is a disclosure by the Owner of known adverse material facts concerning the Property as of the
29 above date. **It is not a warranty or representation of any kind by the Owner and it is not a contract between**
30 **Owner and buyer. This disclosure statement is not a substitute for any inspections the buyer may wish to**
31 **obtain.**

32
33 Please describe any adverse material facts concerning the items listed, or other components, fixtures or matters. If
34 space is inadequate, please use the attached Addendum to Owner's Property Disclosure Statement.

- 35
36 1. APPLIANCES (Refrigerators, Microwave, Range, Dishwasher, Garbage Disposal, Oven, Trash Compactor,
37 Freezer, Washer, Dryer)

38 Trash compactor use as trash can - does not function.

- 39
40
41 2. COMPONENTS and BUILT-IN SYSTEMS: (Water Softener, Water Conditioners, Exhaust Fans, Central Vacuum
42 System and components, Water Heater, Washer/Dryer Hookups, Ceiling Fan, Intercoms, Remote Controls, T.V.
43 Antenna, Satellite Dish, Central sound systems, Wiring for phone, cable and internet, Security Alarms, Fire
44 Alarms, Smoke Detectors, Garage Door Openers, and Security Gates)

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Buyer's or Lessee's Initials

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Owner's Property Disclosure Statement, April 2019
Page 1 of 5

Owner's Initials

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3. ELECTRICAL SYSTEM: (Wiring, Outlets, Switches, Services, Shorts, Alterations, and Overloads)

No Problems

4. PLUMBING: (including Pipes, Drains, Faucets, Fixtures, Sump Pumps and Toilets)

a. Faucets, fixtures, etc.

No Problems

b. Private Septic Systems (Adherence to Health Codes, Clogging, Backing Up, Drain Field, Septic Tanks, Holding Tanks, and Cesspools)

No Problems

c. Septic Systems permit, in compliance with existing use of Property

In Compliance

Date Septic System was last pumped?

Never

d. ~~Public Sewer Systems (Clogging and Backing Up)~~

5. HEATING, VENTILATION AND AIR-CONDITIONING SYSTEMS: Central Heating including furnaces, Central Air Conditioning including compressors, Heat pumps, Electric heating systems, Solar systems, Gas Leaks, Thermostats, Wall/Window AC Evaporator, Coolers, Humidifiers, Propane tanks

Hydronic floor heat Central heat + A/C

6. ADDITIONAL HEAT SOURCES: Gas, Pellet, Wood Stoves or Fireplaces (Compliance with Air Quality Laws, Chimney Cleanliness, Chimney Fires and Adherence to Codes in Installation)

R-50 ceiling, 9" cement log walls w/ R-21 insulation

7. INSULATION: (Walls, Ceiling, Utility Bills, Vapor Barrier and Formaldehyde or Asbestos Insulation)

8. OTHER BASIC COMPONENTS: (Interior Walls, Ceilings, Floors, Exterior Walls, Windows, Doors, Window Screens, Slabs, Driveways, Sidewalks, Fences)

All in good condition

9. BASEMENT: (Leakage, Flooding, Moisture or Evidence of Water, and Fuel Tanks)

Good condition

10. FOUNDATION: (Depth, Footings, Reinforcement, and Cracking)

No known problems

Buyer's or Lessee's Initials

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Owner's Property Disclosure Statement, April 2019
Page 2 of 5

Owner's Initials

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11. ROOF: (Rain Gutters, Leakage, Deterioration, Ice build ups and Structural Condition)

metal - No known problems

12. WATER: (Well Production, Water Quality and Quantity, Water Rights and Abandoned Wells)

5.25 FT. Pump at 425 ft, 19 GPM

a. Private well



b. Public or community water systems

13. POOLS, OUTDOOR LIVING, ANCILLARY BUILDINGS: (Window Screens, Pool, Spa, Pool/Spa Heater, Hot Tub, Sauna, Patio/Decking, Built-In Barbecue, Gazebo, Fountains, Water features, Underground Sprinklers systems and controls, Partially landscaped or un-landscaped yard, Garage, Shop, Barn, Carport)

14. ~~Waste dump or disposal or landfill or gravel pit or commercial use in the vicinity of the Property, existing or proposed, which may cause smoke, smell, noise or other nuisance, annoyance or pollution:~~

NO

15. ACCESS: (If the Property is not on a public street note any Driveway Agreements, Private Easements and Legal Disputes Concerning Access)

No Problem

16. HAZARD INSURANCE/DAMAGES/CLAIMS (past and present):

No Problems

17. METHAMPHETAMINE: If the Property is inhabitable real property, the Owner represents to the best of Owner's knowledge that the Property has has not been used as a clandestine Methamphetamine drug lab. If the Property has been used as a clandestine Methamphetamine drug lab Owner agrees to execute the Montana Association of REALTORS® "Methamphetamine Disclosure Notice" and provide any documents or other information that may be required under Montana law concerning the use of the Property as a clandestine Methamphetamine drug lab.

18. RADON: If the Property is inhabitable real property as defined in the Montana Radon Control Act, Owner represents that to the best of Owner's knowledge the Property has has not been tested for radon gas and/or radon progeny and the Property has has not received mitigation or treatment for the same. If the Property has been tested for radon gas and/or radon progeny, attached are any test results along with any evidence of mitigation or treatment.

19. LEAD-BASED PAINT: If a residential dwelling exists on the Property and was built before the year 1978, Owner has has no knowledge of lead-based paint and/or lead-based paint hazards on the Property. If Owner has knowledge of lead-based paint and/or lead-based paint hazards on the Property, attached are all pertinent reports and records concerning that knowledge.

Buyer's or Lessee's Initials

[Signature]
Owner's Initials

155 20. MOLD: If the Property is inhabitable real property as defined in the Montana Mold Disclosure Act, the Owner
156 represents to the best of Owner's knowledge that the Property has has not been tested for mold and that
157 the Property has has not received mitigation or treatment for mold. If the Property has been tested for
158 mold or has received mitigation or treatment for mold, attached are any documents or other information that may
159 be required under Montana law concerning such testing, treatment or mitigation.

160
161 **If any of the following items or conditions exist relative to the Property, please check the box and provide**
162 **details on the attached addendum.**

- 163 1. Asbestos.
164 2. Noxious weeds.
165 3. Pests, rodents.
166 4. Destructive insects such as termites, pine beetles or carpenter ants. (If the Property has been tested or
167 treated, attach documentation.)
168 5. Common walls, fences and driveways that may have any effect on the Property.
169 6. Encroachments, easements, or similar matters that may affect your interest in the Property.
170 7. Room additions, structural modifications, or other alterations or repairs made without necessary permits or
171 HOA and HOA architectural committee permission.
172 8. Room additions, structural modifications, or other alterations or repairs not in compliance with building
173 codes.
174 9. Health department or other governmental licensing, compliance or issues.
175 10. Landfill (compacted or otherwise) on the Property or any portion thereof.
176 11. Location in the floodplain, shoreline master plan, wetland or other environmentally sensitive area.
177 12. Settling, slippage, sliding or other soil problems.
178 13. Flooding, draining, grading problems, or French drains.
179 14. Major damage to the Property or any of the structures from fire, earthquakes, floods, slides, etc.
180 15. Waste dump or disposal or landfill or commercial use in the vicinity of the Property which causes smoke,
181 smell, noise or other pollution.
182 16. Hazardous or Environmental Waste: Underground storage tanks or sump pits.
183 17. Neighborhood noise problems or other nuisances.
184 18. Violations of deed restrictions, restrictive covenants or other such obligations.
185 19. Zoning or Historic District violations, non-conforming uses, violations of "setback" requirements, etc.
186 20. Zoning, Historic District or land use change planned or being considered by the city or county.
187 21. Street or utility improvement planned that may affect or be assessed against the Property.
188 22. Property Owner's association obligations (dues, lawsuits, etc.).
189 23. Proposed increase in the tax assessment value or homeowner's association dues for the Property.
190 24. "Common area" problems.
191 25. Tenant problems, defaults or other tenant issues.
192 26. Notices of abatement or citations against the Property.
193 27. Lawsuits or legal proceedings (including foreclosures and bankruptcies) affecting or threatening the
194 Property.
195 28. Airport affected area.
196 29. Pet damage
197 30. Property leases including post-closing short-term rental obligations, crop share agreements, mineral leases
198 or reservations.
199 31. Other matters as set forth in the attached addendum.

200
201 Owner certifies that the information herein is true, correct and complete to the best of the Owner's knowledge and
202 belief as of the date signed by Owner.

203
204 Owner *Loren R. Harris* Date 10-8-21
205 Loren Harris
206 Owner _____ Date _____

Buyer's or Lessee's Initials



207 **Please note the following changes to the foregoing disclosure:** _____
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219 Loren A. Harris _____ 10-8-21 _____
220 Owner's Signature Date
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222 _____
223 _____
224 Owner's Signature _____ Date _____
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227 **BUYER'S ACKNOWLEDGEMENT**

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229 Subject Property Address: 2058 Petty Creek Road
230 Alberton MT 59820
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233 Buyer(s) understand that the foregoing disclosure statement sets forth any adverse material facts concerning the
234 Property that are known to the Owner. **The disclosure statement does not provide any representations or**
235 **warranties concerning the Property, nor does the fact this disclosure statement fails to note an adverse**
236 **material fact concerning a particular feature, fixture or element imply that the same is free of defects.**

237
238 Buyer(s) is/are encouraged to obtain professional advice, inspections or both of the Property and to provide for
239 appropriate provisions in a contract between buyer(s) and owner(s) with respect to any advice, inspections or defects.
240 **Buyer(s) are not relying upon this property disclosure statement for buyer(s)' determination of the overall**
241 **condition of the Property in lieu of other inspections, reports or advice.**

242
243 I/WE ACKNOWLEDGE RECEIPT OF A COPY OF THIS STATEMENT.
244

245 _____
246 Buyer's/Lessee's Signature _____ Date _____
247

248 _____
249 Buyer's/Lessee's Signature _____ Date _____
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251 **NOTE:** Unless otherwise expressly stated the term "Days" means calendar days and not business days. Business days are defined as all days except Sundays and holidays. Any performance which is required to be completed on a Saturday, Sunday or holiday can be performed on the next business day.

ADDENDUM TO OWNER'S PROPERTY DISCLOSURE STATEMENT

1 This Addendum is an attachment to the Owner's Property Disclosure Statement regarding certain real property
2 located at 2058 Petty Creek Road 59820
3 in the City of Alberton, County of Missoula
4 Montana, which real property is legally described as: _____
5 S19, T14 N, R22 W, C.O.S. 5664, TRACT 1A
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9 The Owner hereby discloses the following information:
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48 Loren Harris 10-8-21 _____
49 Owner's Signature Date Owner's Signature Date
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54 Buyer's/Lessee's Signature Date Buyer's/Lessee's Signature Date